

EXHIBIT A

Say No To Big Fish Arbitration

Fill out this form to opt out of Big Fish Games' Arbitration Provision.

Name
Email
Address
City
State
Zip Code

By clicking "Sign & Send," you are electronically signing and sending [this letter](#) to Big Fish Games.

You agree that your electronic signature is the legal equivalent of your manual signature on this letter.

Sign & Send

Important Links

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FAQ

Big Fish Games' Terms of Use ask you, by default, to give up your right to participate in two class action lawsuits by agreeing to resolve all disputes in arbitration. But you have a choice: by sending this letter, you can say no to arbitration by opting out of Big Fish Games' "Dispute Resolution Provision."

What are these lawsuits about?

Big Fish Games has been sued in two class action lawsuits, *Kater v. Churchill Downs* and *Thimmegowda v. Big Fish* in the U.S. District Court for the Western District of Washington. **These lawsuits claim that players, including you, are entitled to a refund of ALL money they have spent on Big Fish Casino and Jackpot Magic Slots because they are unlicensed gambling games.** Big Fish Games disagrees. The Court has not yet decided who is right, and it hasn't decided whether these lawsuits can proceed as class actions.

Can I keep playing if I opt out?

Yes. Big Fish's Terms of Use clearly say that you are allowed to opt out of the dispute resolution provision.

How soon do I need to decide?

Quickly. Big Fish says you have thirty (30) days to opt out, and it is not clear when they think the thirty-day clock starts running.

What happens if I opt out?

There is **no charge to you to keep your right to participate in the class actions**, and if the Court allows the cases to proceed as class actions, it will appoint lawyers to represent Big Fish players. If the cases do not proceed as class actions, you will still have the right to bring your own lawsuit.

What am I giving up if I don't opt out?

If you give up your rights and agree to arbitration, **you might be giving up your chance to recover all of the money you have spent, even if the court later decides that Big Fish has to give players refunds.**

You might be giving up other things too. If you decide to give up your rights, **starting an arbitration would cost you \$250, and if you wanted a lawyer, you would have to pay for one yourself.** There is no judge and no jury in arbitration, and your right to appeal is limited.

A federal appellate court **has already decided the key issue in this case in favor of the players.** The court overseeing the two class action lawsuits determined that **"there is little uncertainty" that Big Fish Casino is illegal.** In arbitration, you **might not benefit from those decisions.**

Finally, Big Fish's Terms of Use say that you can only file claims that are less than a year old. But the Plaintiffs in the two class actions believe you can recover **all** of your losses. **If you give up your rights, you might be giving up your only opportunity to recover for losses that are more than a year old.**

Didn't I already see something about this?

In October, you may have seen a pop-up about Big Fish Games' Terms of Use. **A federal judge has decided that the pop-up was misleading and coercive.** You should disregard it.

Who created this website?

Edelson PC, a law firm, created this website. Edelson PC represents the plaintiffs in the lawsuits against Big Fish that are described on this website. By sending this letter you are not creating an attorney-client relationship with Edelson PC and you are not hiring Edelson PC to be your lawyer. If you have questions any question, please send an email to casinolawsuits@edelson.com or call Edelson PC at 1-800-347-5750.

Opt-Out Of Big Fish's Arbitration

Get Started

The Letter

VIA MAIL

Big Fish Games, Inc.
Attn: Legal Department
906 Alaskan Way, Suite 700
Seattle, Washington 98104

Re: **Big Fish Terms of Use (Arbitration and Class Action Waiver)**

Big Fish Games Legal Department:

I do not agree to resolve any disputes with Big Fish Games, or any companies related to Big Fish Games, by arbitration, nor do I agree to waive my right to participate in any class action litigation related to Big Fish Games.

Name _____

Signature _____

Date _____

Address Line 1 _____

Address Line 2 _____

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Important Documents

Amended Complaint in *Kater et al v. Big Fish Games et al.*, No. 15-cv-612 (W.D. Wash.)

Complaint in *Thimmegowda v. Big Fish Games et al.*, No. 19-cv-199 (W.D. Wash.)

Ninth Circuit's Opinion in *Kater*, 886 F.3d 784 (9th Cir. 2018)

Order Denying Motion to Compel Arbitration in *Kater*

Order Granting Preliminary Injunction in *Kater* and *Thimmegowda*

Order Regarding Big Fish's Pop-Up in *Kater* and *Thimmegowda*

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